

REMARKS

Applicants respectfully disagree with the rejection of claim 1 under 35 U.S.C. §102(e) as being anticipated by Brisbee. Claim 1 is directed to a method of generating a two-part time stamp receipt for a digital document at a trusted outside agency. The first receipt includes data identifying the document and the second receipt includes a time that indicates when the trusted agency received the document. Because the two receipts are separate, the trusted agency inserts a linking value in both receipts to link them together prior to certification. Later verification of the identifying data (i.e., the first receipt) depends upon the validation of the correct time indication (i.e., second receipt). The linking value links the correct time indication with the correct identifying data.

Brisbee does not disclose creating first and second receipts linked together with a linking value inserted in the first and second receipts. Rather, Brisbee discloses two different methods, performed by a Trusted Custodial Utility (TCU), of extending the validity period of a single object referred to as an “e-original” in Brisbee. The first method is termed “digital signature chaining,” and the second method is termed the “object-inventory versioning.” *Brisbee*, col. 13, ll. 7-12. According to Brisbee, a single e-original contains both a digital document and a date-time stamp that indicates when the TCU gained control of the digital document. This data is signed with a number of different digital signatures, and includes authentication certificates. *Brisbee*, col. 2, ll. 20-28; col. 13, ll. 19-25; Figure 1A. Thus, as disclosed by Brisbee, the e-original contains all the data required for verification and validation by a third party. *Brisbee*, col. 10, ll. 38-43.

By including all the requisite information needed for validation in a single e-original, however, Brisbee does not disclose creating two receipts as recited by claim 1. Moreover, Brisbee does not disclose, nor have any need for, a linking value as recited by claim 1. The Examiner cites column 9 of Brisbee, lines 44-64, to support an assertion that Brisbee teaches a linking value. This passage discloses nothing of the sort. This passage simply discloses how

the TCU verifies the identity of the Transfer Agent that sent the object, and that the object's contents were not altered during transmission. It says nothing about a linking value.

Therefore, Brisbee fails to disclose creating first and second receipts, one including identifying data and the other including a time indication defining when a trusted agency received the document. Brisbee also fails to teach inserting a linking value in first and second receipts, and necessarily fails to disclose certifying the first and second receipts. Accordingly, Brisbee fails to anticipate claim 1 under §102.

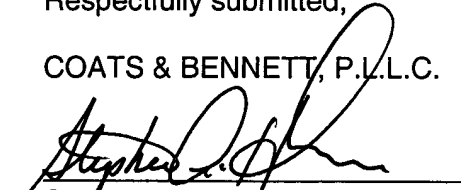
The Examiner also rejected claim 9 under 35 U.S.C. §102(e) as being anticipated by Brisbee for reasons similar to those proffered for claim 1. Claim 9, however, recites language similar to that of claim 1. Thus, for reasons similar to those stated above, Brisbee also fails to anticipate claim 9 under §102.

In view of the above remarks, Brisbee fails to anticipate any of the pending claims under §102. As such, Applicants respectfully request allowance of all pending claims.

Finally, Applicants have amended claims 1, 5-9, and 13-16 to make minor changes to the language of the claims. The amendments do not alter the scope of the claims, nor do they constitute the addition of new matter. Rather, the amendments simply harmonize the claims' terminology. Accordingly, Applicants respectfully request that the Examiner enter the amendments.

Respectfully submitted,

COATS & BENNETT, P.L.L.C.



Stephen A. Herrera
Registration No.: 47,642

Dated: September 30, 2005

P.O. Box 5
Raleigh, NC 27602
Telephone: (919) 854-1844
Facsimile: (919) 854-2084